

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548

10,743

FILE: B-194294

DATE: July 12, 1979

MATTER OF: James M. Ashley - ^[claim for] (storage for charges of
Government automobile)

DIGEST: Bill submitted by employee for storing Government vehicle in his driveway while awaiting sale of vehicle by General Services Administration may be paid on quantum meruit basis as benefit accepted by the Government provided certifying officer finds that local administrator had proper contracting authority to obligate Government to pay for storage of vehicle or, if local administrator lacked such authority, that his action was ratified by a proper contracting official.

A Finance Officer, Animal and Plant Health Inspection Service, United States Department of Agriculture, asks whether James M. Ashley, an employee of the service now retired, may be paid \$450 for storing a Government vehicle in his driveway for 5 months. (The vehicle was actually stored for 15 months, but Mr. Ashley is only claiming payment for \$450 at \$3 per day, which amounts to 5 months' storage.)

Government Vehicle No. V-05261 was assigned to Mr. Ashley for his work and he was authorized to park the automobile in the driveway of his residence in Elkview, West Virginia. On October 12, 1977, Mr. Ashley was in an automobile accident, and he had the vehicle towed to a repair garage. Because of extensive damage to the Government vehicle and the vehicle's high mileage (82,000 miles), an administrative officer of the Agriculture Department in Hyattsville, Maryland, determined that the automobile was to be sold and not repaired, and ordered the damaged vehicle to be towed from the garage to Mr. Ashley's driveway, to be held there until arrangements could be made to sell it.

The sale was to be handled by the General Services Administration (GSA), but the Animal and Plant Health Inspection Service was responsible for the automobile until the sale. We have been advised that the vehicle was towed to Mr. Ashley's home because no Government-owned space was available for storage. Under the circumstances, the procedure followed by the Animal and Plant Health Inspection Service was to store the damaged automobile on the property of the employee who had been authorized to use the vehicle for work and who drove the vehicle when the accident occurred.

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The GSA, charged with responsibility for the sale of the vehicle, attempted to sell it on three occasions. Each time the buyer defaulted. The automobile remained in Mr. Ashley's driveway for 15 months until finally sold to Mr. Ashley's neighbor on January 9, 1979. (Mr. Ashley retired in December 1978.) On January 18, 1979, Mr. Ashley submitted a bill for \$450, representing storage charges for 5 months at \$3 per day for keeping the vehicle in his driveway.

There is no evidence in the record that any promise or agreement was made to Mr. Ashley that he would receive money for storage of the vehicle. One question suggested by this record is whether Mr. Ashley was performing voluntary service for the Government in storing the automobile. Title 31 U.S.C. § 665(b), states that:

"No officer or employee of the United States shall accept voluntary service for the United States or employ personal service in excess of that authorized by law, except in cases of emergency involving the safety of human life or the protection of property."

This section constitutes a general prohibition against the acceptance of voluntary service by the Government. The statute, however, contemplates services furnished on the initiative of the party rendering them, without request from, or agreement with, the United States. 7 Comp. Gen. 810 (1928).

In the instant case, the Government apparently did have a role in Mr. Ashley's assumption of responsibility for the automobile. The storage was requested by the local administrator at Hyattsville who, as the record indicates, was responsible for maintenance and storage of the automobile until the sale by GSA took place. The submissions also indicate that no Government parking was available, so that if Mr. Ashley did not provide storage space, the Department of Agriculture would have had no alternative but to pay for commercial parking. Unquestionably, the Government received a benefit by having Mr. Ashley store the automobile.

The courts and our Office have recognized that in appropriate circumstances, payment may be made for services rendered on a quantum meruit basis (the reasonable value of work or labor). Where this right to payment on a quantum meruit basis is recognized, it is predicated on the theory that even though no formal contract had been

executed, it would be unjust enrichment for the Government to accept the benefits from another party's labor without recompense, assuming, of course, that the service rendered is one which the Government had authority to procure. Recovery is limited "to such sums as will reasonably compensate the party." 40 Comp. Gen. 447, 451 (1961).

Accordingly, this claim may be paid on a quantum meruit basis for the 5 months requested, if the \$3 a day rate on which the claim is based is no more than the usual or going rates for commercial parking facilities in the region provided certain determinations are made. The agency must determine that the local administrator had contracting authority, and could obligate the Government to pay for the storage of the vehicle or, if the local administrator lacked such authority, that his action was ratified by proper contracting officials. Upon this showing, the claim for 5 months' storage may be paid.

Deputy

R. J. Keller
Comptroller General
of the United States